

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

EVARISTO RODRIGUEZ & JULIO
BECERRIL,

Plaintiff(s),

v.

SPARTAN CONCRETE PRODUCTS,
LLC,

Defendant(s).

Civil No. 2012/29

ACTION FOR DAMAGES

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiff, EVARISTO RODRIGUEZ & JULIO BECERRIL, by and through undersigned counsel, and files his Complaint against Defendants SPARTAN CONCRETE PRODUCTS, LLC, and alleges the following:

1. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. and *pendent* jurisdiction over the related claims.
2. Plaintiff Evaristo Rodriguez is a resident of St. Croix, USVI.
3. Plaintiff Julio Becerril is a resident of St. Croix, USVI.
4. Spartan Concrete Products, LLC is upon information a Limited Liability Corporation incorporated in the USVI and with its principle place of business in the USVI.
5. Plaintiff Julio Becerril was first employed by Defendant on January 27, 2009, as a truck driver.

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6. Plaintiff Everisto Rodriguez was first employed by Defendant on November 2010, as a truck driver.
7. Defendant controlled what they wore to work and specifically required them to wear shirts marked Spartan Concrete, what jobs they were assigned to, the manner in which they performed their work, required they wear a certain type of boot, that they utilize certain safety equipment, they attended employee meetings, the employee Christmas party and other employee events.
8. Plaintiffs were paid hourly if a truck was down or if there were no loads to haul.
9. Plaintiffs were employees as defined by the Federal Fair Labor Standards Act and the Virgin Islands Fair Wage and Hour Act.
10. Defendant improperly failed to pay the Plaintiffs as employees and as such, failed to pay them overtime and holiday pay for such times worked, failed to contribute to their Social Security and failed to deduct taxes from their checks.
11. Plaintiffs began to complain that they were not being paid overtime, were not getting time off for lunch or the other benefits they were entitled to as employees and essentially claimed Defendant was violating the Fair Wage and Hour Acts.
12. In retaliation for the Plaintiffs' complaints, Defendant wrongfully terminated them on June 3, 2011.
13. In order to fraudulently attempt to cover up for the wrongful discharge the Defendant provided the Plaintiffs with letters falsely claiming they were laid off as a result of reduction in force.

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14. Plaintiffs were virtually the only such persons "laid off".
15. Plaintiffs' positions were refilled after they were laid off.
16. As a result of the actions of the Defendant, Plaintiffs suffered loss of income, loss of capacity to earn income, loss of reputation, mental anguish, pain and suffering, physical and psychological injuries, and loss of enjoyment of life, all of which will continue into the foreseeable future.

COUNT 1

17. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-16 of this Complaint.
18. The actions of the Defendant constitute violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
19. As a result the Plaintiffs are entitled to statutory damages as well as other damages as they may appear.

COUNT II

20. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-19 of this Complaint.
21. The actions of the defendant are in violation of the Virgin Islands Fair Wage and Hour Act.
22. As a result, Plaintiffs are entitled to the statutory damages allowed.

COUNT III

23. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-22 of this Complaint.

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24. The actions of Defendant constitute wrongful discharge.

25. As a result, the Plaintiffs have been damaged as alleged herein.

COUNT IV

26. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-25 of this Complaint.

27. The actions of the Defendant are in violation of their contract with Plaintiffs.

28. As a result, Plaintiffs have suffered damages as alleged herein.

COUNT V

29. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-28 of this Complaint.

30. The actions of the defendant are in breach of Defendant's duty of good faith and fair dealing.

31. As a result the Plaintiffs are entitled to damages as alleged herein.

COUNT VI

32. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-31 of this Complaint.

33. The actions of Defendant are fraudulent in that they knowingly falsely represented to Plaintiffs why they were being laid off, that they were not employees, that they were not legally entitled to certain protections.

34. As a result, the Plaintiffs are entitled to damages as alleged herein.

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COUNT VII

35. Plaintiffs re-allege all allegations contained in and stated in paragraphs 1-34 of this Complaint.

36. The Defendant wrongfully retaliated against the Plaintiffs for exercising their legal rights.

37. As a result, the Plaintiffs are entitled to damages as alleged herein.

WHEREFORE, Plaintiff prays for damages as they may appear, compensatory and punitive, costs and fees, pre and post judgment interest and such other relief as this court deems fair and just.

LEE J. ROHN AND ASSOCIATES, LLC
Attorneys for Plaintiff(s)

DATED: March 22, 2012

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